



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

July 06, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT FOR RESUMPTION OF LAW ENFORCEMENT SERVICES AND
TRANSFER OF EQUIPMENT AND FACILITIES, MUNICIPAL LAW ENFORCEMENT SERVICES
AGREEMENT, AND COUNTY-CITY SPECIAL INDEMNITY AGREEMENT, BETWEEN THE
COUNTY OF LOS ANGELES
AND THE CITY OF CUDAHY
(FIRST DISTRICT) (4 VOTES)**

SUBJECT

Effective July 1, 2010, the city of Cudahy (Cudahy) lost its policing services, which were provided by the city of Maywood (Maywood) under contract. Maywood lost its liability insurance and voted to disband its police department. Cudahy, acting under exigent circumstances, requested the Los Angeles County Sheriff's Department (Department) to provide municipal policing services, effective July 1, 2010.

The Department seeks to gain Board approval for a Municipal Law Enforcement Services Agreement (Services Agreement) and the County-City Special Indemnity Agreement (Indemnity Agreement), effective July 1, 2010, through June 30, 2014, with Cudahy. The Department also seeks approval of an Agreement for Resumption of Law Enforcement Services and Transfer of Equipment and Facilities (Equipment and Facilities Agreement), related to the first time services provided by the Department and required Start-up costs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Equipment and Facilities Agreement between the County of Los Angeles (County) and Cudahy (Attachment 1) which effectuates the transfer of law enforcement functions to the Department, effective July 1, 2010, authorizes use of the city's facilities by the Department, transfers ownership of certain equipment to

the County, and reimburses the County for Start-up costs in the amount of \$455,595.

2. Approve, and instruct the Chair of the Board to execute, the attached Services Agreement (Attachment 2) with Cudahy, effective July 1, 2010, through June 30, 2014.

3. Approve, and instruct the Chair of the Board to execute, the attached Indemnity Agreement (Attachment 3) with Cudahy, effective July 1, 2010.

4. Authorize an Appropriation Adjustment to increase the Department's Patrol Budget Unit in the amount of \$3,572,000 (\$3,082,000 for Salaries and Employee Benefits, \$241,000 for Services and Supplies, and \$249,000 for Fixed Assets) for Fiscal Year (FY) 2010-11, to be fully offset by Cudahy funding, and authorize under the provisions of County Code Section 6.06.200 ordinance authority for the additional positions of 3 sergeants, 15 deputies, 3 bonus-1 deputies, 1 law enforcement technician, and 1 sheriff station clerk II to be formally established as part of the Department's FY 2010-11 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Equipment and Facilities Agreement, will effectuate the transfer of law enforcement functions from Cudahy to the Department, will authorize use of the city's facilities, transfer the ownership of certain equipment to the Department, and reimburse the County for Start-up costs.

The purpose of the Services Agreement is to provide Cudahy with municipal law enforcement services within the city from July 1, 2010, to June 30, 2014. The approval of the Services Agreement will permit the Department to provide general law enforcement services to Cudahy, which has requested such services. The attached Services Agreement incorporates by reference the Indemnity Agreement to be approved by your Board this same day. The purpose of the Indemnity Agreement is to clarify the obligations of the County and Cudahy.

The Department is acting under an emergent timeline to provide the residents of Cudahy with policing services. The Board's approval of these Agreements will ensure that the Department recovers all of its costs associated with these policing services, rather than deploying minimal emergent patrol services into Cudahy under Constitutional authority of the Sheriff.

The Department's Contract Cities Program (Program) has provided benefits to both the Department and the County as a whole. Primarily, the Program has provided the opportunity to establish new sheriff's stations in strategic locations throughout the County, resulting in greater visibility and faster response times to the unincorporated areas. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disasters, and emergencies. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving contract cities within the County.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, your approval of the recommended action would enhance the County's Strategic Plan, Goal 3; Community and Municipal Services, and Goal 5; Public Safety, by maintaining a law enforcement presence in Cudahy. The Department can facilitate a more rapid and organized deployment of personnel to all segments of the County in situations of mutual aid.

FISCAL IMPACT/FINANCING

An Appropriation Adjustment, in the amount of \$3,572,000 (\$3,082,000 for Salaries and Employee Benefits for 23 positions, \$241,000 for Services and Supplies, and \$249,000 for Fixed Assets), is requested to augment the Department's Patrol Budget Unit for FY 2010-11. This amount will be fully recovered from Cudahy.

Cudahy shall pay the Department for said services in the Services Agreement according to the appropriate and prevailing billing rates as determined by the Auditor-Controller each FY. Cudahy is aware that the rates are renewed at the beginning of every FY as determined by the Auditor-Controller and indicated in the Services Agreement. The contract city rates are calculated by the Auditor-Controller, pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by your Board.

For FY 2010-11, Cudahy will pay the County the Start-up costs of \$455,595 before July 31, 2010, in accordance with the Equipment and Facilities Agreement in Attachment 1. The remaining revenue of \$3.11 million will be collected in 12 equal payments over the course of the FY and are impacted by deployment vacancies and personnel additions or deletions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the provisions of Article XII, Sections 56-1/2 and 56-3/4 of the Charter of the County, the County shall have the authority to provide for the assumption and discharge of municipal functions of any of the cities and towns within said County whenever requested by such city. The Services Agreement with Cudahy allows for the provision of general law enforcement services by the Department within the city from July 1, 2010, to June 30, 2014. It is requested that the Chair of the Board, through the Executive Office of the Board of Supervisors, execute the Equipment and Facilities Agreement, the Services Agreement, and the Indemnity Agreement with Cudahy.

The attached Equipment and Facilities Agreement, the Services Agreement, and the Indemnity Agreement have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving the Services Agreement will improve the quality of law enforcement services and public safety of Cudahy, and the unincorporated areas of the County, by enhancing the response times for law enforcement services. Both the County and Cudahy benefit from the synergistic effects and the utilization of County resources in the most efficient manner. There are no anticipated negative impacts upon the unincorporated patrol areas of the County.

CONCLUSION

Upon conclusion by your Board, please forward a copy of the adopted Board letter and executed copies of the Agreements to the Department's Contract Law Enforcement Bureau.

The Honorable Board of Supervisors
7/6/2010
Page 4

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent.

LEROY D. BACA
Sheriff

LDB:LLW:BAF:RAH:ea

Enclosures

ATTACHMENT 1

AGREEMENT FOR RESUMPTION OF LAW ENFORCEMENT SERVICES, AND TRANSFER OF EQUIPMENT, AND FACILITIES BY AND BETWEEN COUNTY OF LOS ANGELES AND THE CITY OF CUDAHY

This Agreement for Resumption of Law Enforcement Services, and Transfer of Equipment, and Facilities, hereinafter referred to as "Agreement," is made and entered into this 24th **day of June, 2010**, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF CUDAHY, hereinafter referred to as "CITY".

RECITALS

Whereas, the City desires to contract for the performance of the agreed upon law enforcement services within its boundaries by the County through the Sheriff of Los Angeles County, hereinafter referred to as "Sheriff;" and

Whereas, the City has established the need to resume law enforcement services with the Sheriff by resolution on July 1, 2010, and also desires to transfer the agreed upon City Police Department functions to the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and

Whereas, this Agreement is authorized by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County and California Government Code Section 51301; and

Whereas, it is the desire of the City and County to resolve, by this Agreement, matters which are incidental to the contractual services to be provided by the County through the Sheriff's Department.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TRANSFER OF LAW ENFORCEMENT SERVICES

- A. The Sheriff's Department shall assume the role of the City Police Department, and the Sheriff or his designee shall assume the role of the Cudahy Chief of Police.
- B. The term of this Agreement shall be July 1, 2010 and shall continue in effect until such time as the Agreement is terminated in accordance with Section 10 of this Agreement or otherwise renegotiated.
- C. The transfer and/or purchase of equipment and facilities contemplated by this Agreement shall not occur unless or until the City also contracts concurrently for the performance of agreed upon law enforcement services within its boundaries by the County through a Municipal Law Enforcement Services Agreement.
- D. The police department functions performed by the Maywood/Cudahy Police Department for the City of Cudahy shall cease at 0001 hours on **July 1, 2010** and shall be transferred to the Sheriff (hereinafter "the Resumption Date").
- E. If the Municipal Law Enforcement Services Agreement is not executed concurrent with execution of this Agreement, then this Agreement shall terminate automatically and be of no further effect, unless the parties, by written agreement agree otherwise in writing.

2. PERSONNEL

- A. There shall be no transfer of personnel whatsoever, whether City employees or City of Maywood employees, to the County under this Agreement.
- B. All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement and/or the Municipal Law Enforcement Services Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against County based upon this Agreement or the Municipal Law Enforcement Services Agreement. No City employee as such shall become an employee of the County.

3. FACILITIES

A. SHERIFF'S OFFICE SPACE AND FURNITURE

- 1. Term of Use. After the Resumption Date, the Sheriff's Department shall share all use and occupancy of the property and improvements, including existing furniture, currently utilized and accessible by the City of

Maywood/Cudahy Police Department. The addresses for this property and improvements (hereinafter referred to as "Sheriff's Office") are inclusive as follows:

Clara Park-Cudahy Police Sub-Station
4835 Clara Street
Cudahy, CA 90201

It is expressly understood that the above indicated property may be used by the Sheriff in connection with the performance of his duties in territory outside of the City during the term of this Agreement; provided; however, that the performance of such outside duties shall be an incidental and not principal use of City property and facilities and such use shall not be at any additional cost to the City. City and County shall meet and confer regarding the construction, reconstruction and/or installation of facility improvements required to accommodate the provision of contractual law enforcement services by the Sheriff's Department within the boundaries of the City.

B. UTILITIES

The City shall directly pay all charges for the following utilities to be provided to County at the Sheriff's Office referenced in Section 3(A)(1) of this Agreement, including but not limited to: water, sewer, electric, gas, pest control, and trash collection.

C. MAINTENANCE

1. The City shall perform all routine, day-to-day maintenance and minor repairs (collectively referred to as "Routine Repairs") to the interior of the Sheriff's Office, previously identified in Section 3(A)(1) of this Agreement. Routine Repairs shall include, but not be limited to the following: janitor service; incidental plumbing and electrical repairs; heating ventilation and air conditioning ("HVAC") maintenance; interior painting; non-structural repairs to wall, ceiling and flooring surfaces; maintenance and repair of lighting fixtures; replacement of light bulbs; maintenance and repair of interior windows and doors; maintenance and repair of furniture; and minor remodeling.

2. The City shall also be responsible for all other repairs, including non-routine or major repairs to the interior, and all day-to-day maintenance and repairs, both major and minor, routine and non-routine, to the exterior of the Sheriff's Office, and for the replacement of any improvements or fixtures, including but not limited to the replacement of the plumbing, electrical or HVAC systems or any portion thereof (collectively referred to as "Major Repairs"). The County shall notify the City, in writing, of the need for any Major Repairs. If the City concurs that the proposed Major Repairs are needed, they shall be undertaken by the City, at its sole expense, within three (3) months of the County's notification to City, or within such other time period as mutually agreed upon by the Sheriff or his designee and the City's Chief Administrative Officer, unless said Major Repair is deemed an Emergency Repair. If the City does not agree that a major repair is necessary, the parties agree to retain a mutually agreeable contractor with specialization in the area of repair requested to determine if a repair is required.
3. "Emergency Repair" shall be defined as a Major Repair that if left unrepaired would compromise the health, welfare, or security of the Sheriff's Office inhabitants or the public, as determined by the County. The County may commence Emergency Repairs immediately after notification by County to City's designated emergency contact person. City shall provide the County with the name and telephone number of a designated contact person(s) for emergencies, for both working hours and after hours. The County shall invoice the City for the costs incurred by it for any Emergency Repairs. At City's request, County may invoice the City for one-twelfth (1/12) of the cost of such repairs on a monthly basis for a period of twelve (12) months. All invoices for Emergency Repairs undertaken by the County shall be due and payable sixty (60) days from the date of invoice and shall be subject to the terms and conditions contained in Section 9.0, Payment Procedures, of the Municipal Law Enforcement Services Agreement, or any superseding invoice and payment provisions contained in any superseding or amended Municipal

Law Enforcement Services Agreement entered into by and between the parties hereto.

4. The maintenance and repairs authorized by this Section 3(C) are intended solely to maintain the Sheriff's Office in good working order and in the condition intended by the parties before and after completion of any improvements and refurbishment contemplated by this Agreement, normal wear and tear excepted.
5. The Sheriff may, with approval from the City, make improvements to the Sheriff's Office for the benefit of the County or related to the provision of law enforcement services in territory outside of the City, at no cost to the City.

4. VEHICLES, EQUIPMENT, LIABILITY, AND FACILITY IMPROVEMENTS

A. VEHICLES

The County shall cause to be purchased the vehicles as set forth in Attachment A. The City agrees to reimburse County for all costs and expenses arising from the purchase and use of vehicles, as set forth in Attachment A.

B. COMMUNICATIONS EQUIPMENT AND FACILITY IMPROVEMENTS

The County shall cause to be purchased the Communications Equipment, Regional Allocation of Police Services (RAPS) Inclusion, and Facility Improvements as set forth in Attachment A. The City agrees to reimburse County for all costs and expenses arising from the purchase of the Communications Equipment, RAPS Inclusion, and Facility Improvements as set forth in Attachment A.

C. LIABILITY

The City agrees to reimburse County, as set forth in Attachment A, for twelve (12) months of liability surcharges based on their July 2010 service levels. County shall not invoice City for liability surcharges during this 12 month period. In the event that the City increases their service levels during the 2010-11 fiscal year, County will invoice City for the additional liability costs. In the event that City should terminate the Municipal Law Enforcement Services Agreement during this 12 month period, County will retain all funds paid by City for this 12 month period. For fiscal year

2011-12, County shall resume billing City on a monthly basis for liability surcharges.

D. PAYMENT FOR VEHICLES, EQUIPMENT, LIABILITY, AND FACILITY IMPROVEMENTS

In reference to all payments to be made by the City pursuant to Section 4(A) through 4(C) above (also known as "Start-Up Costs"), the County has determined the total amount to be four hundred fifty-five thousand five hundred ninety-five dollars (\$455,595) as set forth on Attachment A. The City shall reimburse County for the total amount on or before **July 31, 2010**.

5. PROPERTY OWNERSHIP

Any personal property, furniture, computers and office equipment, telephone equipment, communication equipment, firearms, vehicles and other equipment transferred to or purchased by County for the City's Sheriff's Office, pursuant to this Agreement, shall become and remain the property of the County as of the Resumption Date. All rights, title and interest in said property transferred by City, shall be free and clear of any encumbrances.

City shall be responsible for any and all outstanding loans or liens against said property.

6. EVIDENCE, PROPERTY, AND FUNDS

Within twenty-four (24) hours of the effective date of this Agreement, the City shall make available to the Sheriff, or his designee, a listing of all evidence, personal property, found property, prisoner property, and any funds held in trust including bailment funds, which are in the possession of, or under the control of the Maywood/Cudahy Police Department. On the Resumption Date, City shall provide a final accounting of the foregoing evidence, property and assets held in trust, and shall relinquish control and possession of same to the Sheriff or his designee.

7. CASE FILES

Within twenty-four (24) hours of the Resumption Date, the City shall make available to the Sheriff, or his designee, a listing of active cases and the status of all ongoing investigations. On the Resumption Date, the City shall relinquish control of all active and closed case files for the preceding three (3) year period to the Sheriff or his designee.

8. INDEMNITY

A. Except as otherwise provided for in this Agreement, neither party shall be liable for

the negligent or wrongful acts or omissions of the other in the performance of this Agreement.

- B. City shall indemnify, defend, and hold harmless County and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of City officers, employees or agents), and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of City) arising from or connected with any alleged act and/or omission of City, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage.
- C. County shall indemnify, defend and hold harmless City and its elected and appointed officers, directors, employees, and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of County officers, employees or agents), and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of County) arising from or connected with any alleged act and/or omission of County, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage.
- D. By providing for indemnification by and among the parties hereto as set forth above, it is expressly understood and agreed that the provisions of California Government Code Sections 895.2 and 895.6 are not applicable to this Agreement.
- E. The provisions of California Civil Code Section 2778 regarding interpretation of

indemnity agreements are made a part hereof as if fully set forth herein.

9. ENVIRONMENTAL MATTERS

A. DEFINITIONS

1. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.
2. "Hazardous Substance Condition" shall mean the existence on, under, or adjacent to each Sheriff's Office within the City, of a Hazardous Substance that requires rededication and/or removal and/or to be otherwise mitigated pursuant to applicable law.

B. CEQA INDEMNIFICATION

City shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from any action or proceeding brought pursuant to the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code Section 21000, *et seq.*), relating to the actions contemplated by this Agreement.

C. ENVIRONMENTAL ASSESSMENT

Within sixty (60) days of the Resumption Date, unless the parties agree otherwise, the City shall have a Cal-OSHA Registered Environmental Assessor perform a Phase I Site Assessment and Building Asbestos Survey and, if subsequently required, a Phase II Site Assessment, for the Sheriff's Office located within the City. The Site Assessment and related reports shall be provided to the County for review.

D. MITIGATION

1. City shall, at its own expense, mitigate and abate all Hazardous Substances and/or Hazardous Substance Conditions, if any, to the extent required by law, in, on, under or adjacent to the Sheriff's Office within the City and provide evidence to the County that all recommended measures have been completed

and that all applicable laws and requirements have been complied with. In response, the County will review the City's evidence within 30 days and provide a written response which indicates that the County is satisfied with the measures taken by the City to mitigate and abate the Hazardous Substances and/or Hazardous Substance Conditions. Nothing in this Agreement shall be construed to require the City to mitigate or abate any Hazardous Substance and/or Hazardous Substance Condition beyond the extent required by applicable law.

2. The County shall, at its sole expense, mitigate and abate all Hazardous Substances and/or Hazardous Substance Conditions caused by the negligent or wrongful acts or omissions of the County or its agents in, on, under or adjacent to the Sheriff's Office within the City subsequent to the Environmental Assessment.

E. ENVIRONMENTAL INDEMNITY

The City shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act in effect during the term of this Agreement, in, on, under or about the Sheriff's Office within the City, except that, City's obligation to indemnify, defend and hold harmless shall not extend to claims for damages which arise from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants caused by the negligent, intentional or wrongful acts or omissions of the County, or its agents. The obligations of the City hereunder to indemnify, defend, and hold harmless County shall survive the termination of this Agreement and are intended to comply with the provisions of 42 U.S.C. Section 9607(e).

10. TERMINATION OF AGREEMENT

This Agreement shall automatically terminate upon the termination or expiration of the Municipal Law Enforcement Services Agreement, unless the parties hereto enter into a superseding or successor agreement for the provision of law enforcement services by the County for the City.

11. AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of the County and the City.

12. AUTHORIZATION WARRANTY

- A. The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- B. The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court of California, County of Los Angeles.

14. NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

Notices to City shall be addressed as follows:

City of Cudahy
George Perez, City Manager
Attn: Larry Galvan, City Clerk
5220 Santa Ana Street
Cudahy, California 90201

15. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

16. WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

17. ENTIRE AGREEMENT

This Agreement and any executed Amendments thereto; the General Municipal Law Enforcement Services Agreement, and any executed amendments thereto, and the Special Indemnity Agreement and any executed amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous representations, understandings, communications, commitments, proposals, or agreements, written or oral, between the parties relating to the subject matter of this Agreement, the General Municipal Law Enforcement Services Agreement and the Special Indemnity Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement and duly executed by authorized representatives of the City and the County.

AGREEMENT FOR RESUMPTION OF LAW ENFORCEMENT SERVICES, AND

ATTACHMENT A

CITY OF CUDAHY START-UP COSTS	
4 Fully Equipped Patrol Vehicles (3 Patrol B&W/1 Sgt. Tahoe 2X4)	\$248,700
Communications Equipment, Portable Radios	\$58,500
Regional Allocation of Police Services (RAPS) Inclusion	\$20,000
Facility Improvements, including Licensing Fees, Telephone, Computers, Printers	\$11,300
Pre-paid Liability FY 2010-11 (Per Agreed Service level)	\$117,095
TOTAL	\$455,595

TRANSFER OF EQUIPMENT, AND FACILITIES

IN WITNESS WHEREOF, the City of Cudahy, by resolution duly adopted by its Council, caused this Agreement to be executed by its Mayor and attested to by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chair of said Board and the seal of such Board to be hereto affixed and attested by the Executive Officer-Clerk of said Board.

COUNTY OF LOS ANGELES


By _____

GLORIA MOLINA
Chair of the Board of Supervisors

ATTEST:

By 
City Clerk, Larry Galvan

CITY OF CUDAHY

By 
Mayor, Frank Gurule

ATTEST:
SACHI A. HAMAI
Executive Officer/Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By 
Deputy

APPROVED AS TO FORM:
CUDAHY CITY ATTORNEY

By 
David J. Olivas

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF CUDAHY**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF CUDAHY**

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 24th day of June, 2010 by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County") and the CITY OF CUDAHY (hereinafter referred to as "City").

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of law enforcement services by the Los Angeles County Sheriff's Department (hereinafter referred to as "Sheriff's Department"); and

Whereas, the County is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

Whereas, such law enforcement services agreements are authorized and provided for by the provisions of Section 56 1/2 and 56 3/4 of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles (hereinafter referred to as "Sheriff"), to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Charter and the statutes of the State of California, and under the City municipal codes.

- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City.
- 2.4 With regard to Sections 2.2 and 2.3 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County.
- 2.6 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of their duties performing law enforcement services pursuant to this Agreement.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County

personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall, for purposes of this Agreement, be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, attached hereto as Attachment A and incorporated herein by this reference.
- 3.2 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto as an Amendment to this Agreement.
- 3.3 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.4 The most recent dated and signed SH-AD 575 Deployment of Personnel form attached to this Agreement shall be the staffing level in effect between the County and the City.
- 3.5 The City is not limited to the services indicated in Attachment A, but the City may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in an amended SH-AD 575 Deployment of Personnel form under the procedures set forth in Sections 3.2 and 3.3 above.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment,

communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff, the City shall furnish, at its own cost and expense, all necessary office space, and the Sheriff shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said City, such local office or building may be used by the Sheriff in connection with the performance of his duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the Board of Supervisors this same day. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent

agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2010 through June 30, 2014, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Section 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, as established by the County Auditor-Controller.
- 8.2 The rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form.
- 8.4 The cost of other services requested pursuant to Section 3.5 of this Agreement and not set forth in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
4700 Ramona Boulevard
Monterey Park, California 91754
Phone
Fax

Notices to City of shall be addressed as follows:

City of Cudahy
Attn: George Perez, City Manager
c/o Larry Galvan, City Clerk
5220 Santa Ana Street
Cudahy, CA 90201
Phone (323) 773-5143
Fax (323) 562-5682

11.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 3.0, 4.3, 8.2, and 9.2 of this Agreement.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

Service Level Authorization

CITY: CudahyFISCAL YEAR: 2010 - 2011EFFECTIVE DATE: 7/1/2010

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF SERVICE UNIT				
306	40 Hour	0.0000	0.0000	0.0000	
307	56 Hour	9.0000	0.0000	9.0000	
308	70 Hour	0.0000	0.0000	0.0000	
310	Non-Relief	0.0000	0.0000	0.0000	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)				
301	40 Hour	0.0000	0.0000	0.0000	
302	56 Hour	0.0000	0.0000	0.0000	
303	70 Hour	0.0000	0.0000	0.0000	
305	Non-Relief	0.0000	0.0000	0.0000	
	GROWTH DEPUTY, UNITS (Non-Relief Only)				
335	Deputy	0.0000	0.0000	0.0000	
358	Deputy (with a dedicated vehicle)	0.0000	0.0000	0.0000	
336	Deputy, B-1	0.0000	0.0000	0.0000	
359	Deputy, B-1 (with a dedicated vehicle)	0.0000	0.0000	0.0000	
	GRANT UNITS (Non-Relief Only)				
383	Deputy	0.0000	0.0000	0.0000	
380	Deputy (with a dedicated vehicle)	0.0000	0.0000	0.0000	
384	Deputy B-1	0.0000	0.0000	0.0000	
361	Deputy B-1 (with a dedicated vehicle)	0.0000	0.0000	0.0000	
	SUPPLEMENTAL POSITIONS (Non-Relief Only)				
342	Lieutenant	0.0000	0.0000	0.0000	
353	Sergeant (SAO)	1.0000	0.0000	1.0000	
348	Sergeant (Motor)	0.0000	0.0000	0.0000	
354	Watch Deputy	0.0000	0.0000	0.0000	
305	Motor Deputy	0.0000	0.0000	0.0000	
326	CSA	0.0000	0.0000	0.0000	
347	Security Officer	0.0000	0.0000	0.0000	
340	Law Enforcement Tech	0.0000	0.0000	0.0000	
343	Operations Asst I	0.0000	0.0000	0.0000	
344	Operations Asst II	0.0000	0.0000	0.0000	
345	Operations Asst III	0.0000	0.0000	0.0000	
351	Stn Clerk II	0.0000	0.0000	0.0000	
329	Crime Analyst	0.0000	0.0000	0.0000	
331	Custody Assistant	0.0000	0.0000	0.0000	
	Other (Need to insert cost on Pg 2)	0.0000	0.0000	0.0000	
ATTN: Routine City Helicopter Billing Agreement (Indicate)		YES	NO		

HOURS OF SERVICE & ESTIMATED CHARGES

CITY: Cudahy

7/1/2010

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 4 %	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT								
40 Hour	\$232,333	0	0.00	0.00	0.00	2085	0	0.0000
56 Hour	\$325,266	9	2,927,394.00	117,095.76	3,044,489.76	2920	26,280	14,688.00
70 Hour	\$406,883	0	0.00	0.00	0.00	3650	0	0.0000
Non-Relief	\$211,212	0	0.00	0.00	0.00	1789	0	0.0000
DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)								
40 Hour	\$241,842	0	0.00	0.00	0.00	2086	0	0.0000
56 Hour	\$338,299	0	0.00	0.00	0.00	2920	0	0.0000
70 Hour	\$422,873	0	0.00	0.00	0.00	3650	0	0.0000
Non-Relief	\$219,674	0	0.00	0.00	0.00	1789	0	0.0000
GROWTH DEPUTY UNITS (Non-Relief Only)								
Deputy	\$144,976	0	0.00	0.00	0.00	1789	0	0.0000
Deputy (with dedicated vehicle)	\$164,548	0	0.00	0.00	0.00	1789	0	0.0000
Deputy B-1	\$153,094	0	0.00	0.00	0.00	1789	0	0.0000
Deputy B-1 (with dedicated vehicle)	\$172,666	0	0.00	0.00	0.00	1789	0	0.0000
GRANT UNITS (Non-Relief Only)								
Deputy	\$144,976	0	0.00	0.00	0.00	1789	0	0.0000
Deputy (with dedicated vehicle)	\$164,548	0	0.00	0.00	0.00	1789	0	0.0000
Deputy B-1	\$153,094	0	0.00	0.00	0.00	1789	0	0.0000
Deputy B-1 (with dedicated vehicle)	\$172,666	0	0.00	0.00	0.00	1789	0	0.0000
SUPPLEMENTAL POSITIONS (Non-Relief Only)								
Lieutenant	\$226,346	0	0.00	N/A	0.00	1789	0	0.0000
Sergeant (SAO)	\$188,397	1	188,397.00	N/A	188,397.00	1789	1,789	1.0000
Sergeant (Motor)	\$199,471	0	0.00	0.00	0.00	1789	0	0.0000
Watch Deputy	\$150,322	0	0.00	0.00	0.00	1789	0	0.0000
Motor Deputy	\$319,674	0	0.00	0.00	0.00	1789	0	0.0000
CSA	\$52,819	0	0.00	0.00	0.00	1789	0	0.0000
Security Officer	\$86,354	0	0.00	0.00	0.00	1789	0	0.0000
Law Enforcement Tech	\$78,756	0	0.00	0.00	0.00	1789	0	0.0000
Operations Asst I	\$72,272	0	0.00	N/A	0.00	1789	0	0.0000
Operations Asst II	\$69,776	0	0.00	N/A	0.00	1789	0	0.0000
Operations Asst III	\$102,807	0	0.00	N/A	0.00	1789	0	0.0000
Stn Clerk II	\$66,844	0	0.00	N/A	0.00	1789	0	0.0000
Crime Analyst	\$100,586	0	0.00	N/A	0.00	1789	0	0.0000
Custody Assistant	\$88,395	0	0.00	0.00	0.00	1789	0	0.0000
Other (Need to insert cost in next column)		0	0.00	N/A	0.00	1789	0	0.0000
ESTIMATED COST FOR SERVICE UNITS **			\$3,115,791.00	LIABILITY @ 4% = \$117,095.76	TOTAL ESTIMATED COST \$3,232,886.76	HOURS	MINUTES	PERSONNEL
						DEPUTY 26,280	1,576,800	14,688.00
						DEPUTY, B-1 0	0	0.0000
						LIEUTENANT 1,789	107,340	1.0000
						CSA 0	0	0.0000
						CIVILIAN 0	0	0.0000

SH-AD 5/5 (REV 4/10)

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

DEPLOYMENT SURVEY

EFFECTIVE DATE: 7/1/2010

City: Cudahy

SERVICE UNIT	TOTAL UNITS PURCHASED	DEPLOYMENT									TOTAL UNITS ASSIGNED
		GENERAL LAW			TRAFFIC LAW			DEP	SPECIAL	D.B.	
		EM	DAY	PM	EM	DAY	PM	MOTOR	ASSIGN.	LDR	
DEPUTY, GENERALIST											
40 Hour	0										0
56 Hour	9	2	2	2	1	1	1				9
70 Hour	0										0
Non-Relief	0										0
Motor	0										0
DEPUTY, BONUS I											
40 Hour	0										0
56 Hour	0										0
70 Hour	0										0
Non-Relief	0										0
GROWTH DEPUTY											
Deputy	0										0
Deputy, Dedicated Veh.	0										0
B-1	0										0
B-1, Dedicated Veh.	0										0
GRANT DEPUTY											
Deputy	0										0
Deputy, Dedicated Veh.	0										0
B-1	0										0
B-1, Dedicated Veh.	0										0

*NOTE License Detail is billed on an hourly basis and billed monthly as service is provided.

License Detail processes business license & renewal applications: Yes ☒ No ☐

License Detail acts on violations observed within the city: Yes ☒ No ☐

REPORT PREPARED BY:

SGT. EISA AVILA, CLEB

DATE: 6/30/10

APPROVED BY:

STATION COMMANDER

DATE:

CITY APPROVAL BY:

CITY OFFICIAL "I certify that I am authorized to make this change on behalf of the City"

DATE: 6/30/10

PROCESSED AT CLEB BY:

DATE: 6/30/10

BILLING MEMO REQUIRED:

(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED:

MINUTE PROGRAM:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

SH-AD 575 (REV. 4/10)

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF CUDAHY**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
GLORIA MOLINA
Chair of the Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

CITY OF CUDAHY

By Frank Gurule
Frank Gurule, MAYOR

ATTEST:
By Larry Galvan
Larry Galvan, City Clerk

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By Andrea Sheridan Ordin
Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By Daryl Oliver

ATTACHMENT 3

COUNTY-CITY SPECIAL INDEMNITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated for reference purposes on the 1st day of July, 2010, is made and entered into between the County of Los Angeles, hereinafter referred to as the "County," and the City of Cudahy, hereinafter referred to as the "City."

RECITALS

- A.** The City desires the performance of law enforcement services to be provided by the County, its officers, agents and employees, pursuant to a Municipal Law Enforcement Services Agreement, which contract the parties may in the future extend, renew and amend, and enter into other and further contracts for the performance of such services (hereinafter referred to as "MLESA"); and
- B.** The City and the County have heretofore contracted for the indemnification of the City by the County, utilizing the Liability Trust Fund ("LTF") for the acts and omissions committed by the County's employee in the course and scope of providing services under a MLESA agreement, as more particularly described as the Joint Indemnity Agreement and/or Assumption of Liability Agreement (hereinafter referred to as "Joint Indemnity Agreement") which has remained in full force and effect to the present time; and
- C.** In accordance with the Joint Indemnity Agreement, the County established the LTF, as provided in that agreement. In accordance with the Joint Indemnity Agreement, the City is required to pay monies into the LTF. The

monies in the LTF are used to reimburse the County for claims, losses, costs and expenses it incurs for which indemnification is provided in the MLESA agreements between County and contract cities; and

- D.** The County withdrew sums from the LTF for the purpose of reimbursing itself for its payment of settlement of claims related to sexual assaults committed by a deputy sheriff (Gonzales) in the years 2002 and 2003 (the "Claims"); and
- E.** A dispute arose between the County and the other 40 contract cities regarding the circumstances under which the County may utilize the funds in the LTF for claims arising from sexual assaults committed by deputy sheriffs employed by the County ("Sexual Assaults"); and
- F.** On August 25, 2009, the County Board of Supervisors approved a County-City Special Indemnity Agreement between the County and the other 40 contract cities to address issues arising out of certain Sexual Assaults, as defined in Section 2 below, occurring in the performance of MLESA agreements; and
- G.** The City and the County desire to execute the same County-City Special Indemnity Agreement previously entered into by the other 40 contract cities receiving law enforcement services pursuant to MLESA agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, it is mutually agreed as follows:

AGREEMENT

1. Effective Date.

This Agreement shall be effective July 1, 2010.

2. Indemnity by the County to the City.

The parties agree that the maximum liability of the LTF for any losses, claims, costs or expenses related to certain Sexual Assaults, as herein below defined, by deputies or other peace officers in the employ of the County shall be one-half (1/2) of any settlement, judgment or award for such assaults and the costs of defense, including attorneys fees, for such claims or lawsuits. In the event that a withdrawal is made by the County from the LTF for any liability related to certain Sexual Assaults by deputies or other peace officers, as herein below defined, the County shall reimburse the LTF, or, in the event that it has not made a withdrawal of funds from the LTF it shall assume the responsibility to pay from its own funds, one-half (1/2) of any amounts necessary to satisfy any judgment, award or settlement not otherwise covered by insurance, if there is any, together with costs of defense, including attorneys fees, under the following circumstances:

- a. A felony judgment of criminal conviction is entered in a state or federal court based upon the same facts as the claim; and
- b. The felony judgment of criminal conviction is based upon an act of rape, sodomy, oral copulation or other sexual penetration of a person.

For purposes of calculating the amount that the County is obligated to pay into the LTF under this Agreement, any amount paid by an insurance carrier

directly to a claimant on a claim which is subject to this Agreement shall not be deemed to have been paid from the LTF.

For purposes of calculating the amount that the County is obligated to pay into the LTF under this Agreement, any amount paid from the LTF on a claim which is subject to this Agreement but which is reimbursed to the LTF by an insurance carrier shall not have been deemed paid from the LTF.

Nothing herein creates an obligation upon the City or any other entity to acquire, have or maintain any policy of insurance.

3. Term of and Application to Other Agreements.

This Agreement shall apply to all MLESA agreements now existing or hereafter entered into, including amendments, renewals or other extensions thereof. This Agreement shall serve to supplement the Joint Indemnity Agreements with respect to the single subject matter addressed herein.

Nothing herein shall be deemed to change, modify, alter, amend, or substitute any term, right, obligation or condition set forth in an MLESA, as amended or modified, from time to time.

4. Termination of Service Contracts Between County and City.

This Agreement shall continue in effect until the last of any MLESA or similar agreement is lawfully terminated in accordance with its terms. Such termination shall not relieve County or City for any obligations set forth in such MLESA agreement relating to obligations upon termination of such agreement and this Agreement to any claims related to a Sexual Assault.

5. Release of the Claims.

The City hereby waives, releases and relinquishes any claim it may have for the reimbursement of the sums withdrawn by the County with respect to the Claims. The County hereby waives, releases and relinquishes any right or claim it may have for reimbursement of any sums it has or may have paid or incurred with regard to any Sexual Assault occurring prior to the effective date of this Agreement.

6. Further Assurances.

Each of the parties hereto agrees to execute and deliver any and all additional papers and documents, and to do any and all acts reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties hereto.

7. Non-Admission of Liability.

Each of the parties hereto agrees that nothing contained or incorporated herein shall be deemed as an admission of liability with respect to any matter, thing, or dispute whatsoever.

8. Entire Agreement.

This Agreement with regard to the use of LTF funds by the County for claims arising out of Sexual Assaults, and the other agreements between the parties referenced herein, shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all prior and contemporaneous agreements, representations of the parties concerning the subject matter hereof and the terms applicable thereto.

9. Amendment.

This Agreement may not be supplemented, modified or amended in any manner, except by an instrument in writing stating that it is a supplement, modification or amendment of this Agreement and signed by each of the parties hereto.

10. Waiver.

No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11. Counterparts.

This Agreement may be executed by one or more separate counterparts, each of which, when so executed shall together constitute one and the same instrument. A copy transmitted electronically or by facsimile shall be deemed effective as an original.

12. Captions.

The captions appearing in this Agreement are descriptive only and for convenience of reference. Should there be any conflict between any such caption and the terms of this Agreement, the latter shall control and govern the construction of this Agreement.

13. Constructions and Interpretation.

The parties have participated equally in the preparation of this Agreement, which shall be construed and interpreted simply and fairly and not strictly for or against any party.

14. Recitals.

The Recitals set forth in this Agreement are incorporated herein by reference and made a part hereof.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their fully authorized officers the day and year hereinafter set forth.

COUNTY OF LOS ANGELES

By _____
GLORIA MOLINA
Chair of the Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Board of Supervisors

By _____
Deputy

CITY OF CUDAHY

By Frank Gurule
MAYOR, Frank Gurule

Date 6-30-10

ATTEST:

By Larry Galvan
City Clerk, Larry Galvan

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By [Signature]
Deputy County Counsel

APPROVED AS TO FORM:
CUDAHY CITY ATTORNEY

By David J. Olivas
David J. Olivas

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF SHERIFF

DEPT'S.
NO. 770

July 6, 2010

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 10-11

4 - VOTES

SOURCES

Sheriff's Department - Patrol Budget Unit
Law Enforcement Services - Contract Cities Services

A01-SH-92-9317-15681-15682
Contract Cities Services
Increase Revenue

\$3,572,000

USES

Sheriff's Department - Patrol Budget Unit

A01-SH-1000-15681-15682
Salaries & Employee Benefits
Increase Appropriation

\$3,082,000

A01-SH-2000-15681-15682
Services & Supplies
Increase Appropriation

\$241,000

A01-SH-6030-15681-15682
Fixed Assets
Increase Appropriation

\$249,000

SOURCES TOTAL: \$ 3,572,000

USES TOTAL: \$ 3,572,000

JUSTIFICATION

Appropriation Adjustment is required to fund municipal law enforcement services for the City of Cudahy for FY 2010-11. The cost of such services will be fully recovered from the City of Cudahy, and the Agreement with the City of Cudahy for such services will last for three years from July 1, 2010.



AUTHORIZED SIGNATURE Conrad Meredith, Director, Financial Programs

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

B.A. NO. 003

BY

John Shikuma

June 30 20 10

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Jacqueline White

July 1 20 10